

MORTGAGE RECORD 85

SECTION 2.04. Pending the preparation of definitive Bonds, the Company may execute, and upon its written request, the Trustee shall authenticate and deliver in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions one or more temporary printed, lithographed or typewritten Bonds, of any denomination specified in the written order of the Company for the authentication and delivery thereof, substantially of the tenor of the Bonds to be issued as hereinbefore recited, with or without coupons, or with one or more coupons, and with such omissions, insertions and variations as the Board of Directors of the Company may determine. The Company shall, when required so to do by any Bondholder, without unreasonable delay, at its own expense, prepare, execute and deliver to the Trustee, and thereupon, upon the presentation and surrender of temporary Bonds, the Trustee shall authenticate and deliver, in exchange therefor, definitive Bonds for the same principal amount in the aggregate as the temporary Bonds surrendered. Until definitive Bonds are so delivered to the Trustee, the temporary Bonds shall, upon the surrender thereof to the Trustee, be exchangeable for other temporary Bonds of the different authorized denominations of the same principal amount in the aggregate, if and to the extent authorized by a written order of the Company. Until exchanged for definitive Bonds each of the temporary Bonds shall in all respects be entitled to the lien and security of this Indenture, and interest thereon, when and as payable, shall be paid to the bearer of such Bond upon presentation thereof and notation of such payment thereon, unless such temporary Bond shall bear a coupon for such interest.

SECTION 2.05. The Company shall keep or cause to be kept at the office of the Trustee, books for the registration and transfer of Bonds issued hereunder, and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as the Company may prescribe, register or transfer or cause to be registered or transferred therein, any of the Bonds issued hereunder and entitled to be so registered or transferred. The Trustee hereunder shall by virtue of its office as such Trustee be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring the Bonds, and the Company hereby appoints the Trustee, registrar and transfer agent for that purpose.

All Bonds shall be negotiable and pass by delivery, unless registered as to principal in the manner hereinafter provided. The bearer of any Bond may have the ownership of the principal thereof registered on said books, and such registration shall be noted on the Bond by the Registrar. After such registration no transfer of such Bond shall be valid unless made on said books by the registered owner in person, or by attorney duly authorized in writing, and similarly noted on the Bond; but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, and such Bond may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, and every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer, and payment thereof to bearer shall fully discharge the Company in respect of the interest thereon, whether the Bond be registered or not.

The Company and the Trustee may deem and treat the bearer of any Bond which shall not at the time be registered as to principal, and the bearer of any coupon for interest on any Bond whether such Bond shall be registered as to principal or not, and whether or not such Bond or coupon shall be overdue, as the absolute owner of such Bond or coupon for the purpose of receiving payment thereof, and for all other purposes whatsoever, and the Company and the Trustee shall not be affected by any notice to the contrary.

SECTION 2.06. For the registration as to principal of any Bond, or for the discharge of any Bond from such registration as to principal, or for the transfer of any Bond at the time registered as to principal, the Company at its option may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge incident thereto, and in addition thereto, of a further sum not exceeding \$2 for each new Bond, if any, issued upon such exchange or transfer.

SECTION 2.07. In case any Bond, with the coupons belonging thereto, shall be mutilated, lost, stolen or destroyed, then, upon the production of such mutilated Bond, or upon the receipt of evidence satisfactory to the Company and the Trustee of the loss, theft or destruction of such Bond, and upon receipt also of indemnity satisfactory to each of them, the Company in its discretion may execute, and thereupon the Trustee shall authenticate and deliver, a new Bond and coupons in exchange for, and upon cancellation of, the mutilated Bond and its coupons, or in lieu of the Bond and its coupons so lost, stolen or destroyed. The Company or the Trustee, in their discretion, may place upon any such new Bond a distinguishing mark or a legend to comply with the rules of any stock exchange or to conform to any usage with respect thereto, but such mark or legend shall in no wise affect the validity of such new Bond. The Company may at its option require the payment of a sum sufficient to reimburse it and the Trustee for expenses incurred by them and any stamp tax or other governmental charge connected with the issuance of any such new Bond, and also of a further sum not exceeding \$2 for each such new Bond.

ARTICLE THREE.

ISSUE OF BONDS.

SECTION 3.01. The Bonds described in Section 2.01 hereof in the aggregate principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) may forthwith, upon the execution and delivery of this Indenture, or from time to time thereafter, be executed by the Company and delivered to the Trustee, and shall thereupon be authenticated and delivered by the Trustee upon the written order of the Company without awaiting the recordation, registration or filing of this Indenture.

ARTICLE FOUR.

REDEMPTION OF BONDS.

SECTION 4.01. The Company may, at its option, expressed by resolution of its Board of Directors, prior to maturity upon notice as hereinafter provided, call for redemption and pay the outstanding Bonds as a whole or in part from time to time on any interest payment date or dates by the payment of principal and accrued interest to the date fixed for redemption, together with a premium of five per centum (5%) if such redemption shall occur prior to July 1, 1940 and thereafter, together with a premium in an amount equal to five per centum (5%) on said principal amount, decreased by one-quarter of one per centum ($\frac{1}{4}$ of 1%) on July 1 of each year, beginning on July 1, 1940 and ending July 1, 1949, but in no event shall any premium be payable in respect of any of the Bonds maturing by their terms on the date fixed for any such redemption. In case less than all of the outstanding Bonds shall be called for redemption, they shall be called in reverse of the respective maturities thereof, beginning with the Bonds then outstanding and unpaid maturing on the latest date.

SECTION 4.02. If the Company shall elect to exercise such right of redemption, it shall publish notice thereof at least once in each of any three successive calendar weeks prior to the date on which such redemption is to be made, in at least one daily newspaper published and of general circulation in the City of Wichita, Kansas and in at least one daily newspaper published and of general circulation in the City of Kansas City, Missouri, (in each instance upon any secular day of the week and in any such newspaper, but the publication in the first calendar week must be made not less than 30 days prior to such redemption date), stating such election on the part of the Company and specifying, in case of a redemption of less than all of the Bonds, the numbers of the Bonds to be redeemed, and also stating that the interest on the Bonds in such notice designated for redemption shall cease on such redemption date and that on said date there will become due and payable upon each of the Bonds to be redeemed, at the office of the Trustee, the redemption price therein specified with the interest accrued to the redemption date. A similar notice shall be mailed by the Company, postage prepaid, at least 30 days prior to said date fixed for redemption, to all registered owners of Bonds to be redeemed, at their addresses as the same shall appear upon the Bond register of the Company; provided, however, that the mailing of notice to such registered owners shall not be a condition precedent to redemption, and neither failure.